

HOUSE No. 1432

By Mr. LeDuc of Marlborough, petition of Stephen P. LeDuc and Pamela P. Resor relative to the transfer of a certain parcel of land in the city of Marlborough to the Division of Capital Asset Management and Maintenance and authorizing said division to lease said land to James Farina. Bonding, Capital Expenditures and State Assets.

The Commonwealth of Massachusetts

In the Year Two Thousand and Five.

AN ACT RELATIVE TO THE TRANSFER OF CERTAIN PARCEL OF LAND IN THE CITY OF MARLBOROUGH TO THE DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE AND AUTHORIZING THE DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE TO LEASE SAID LAND TO JAMES FARINA.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 SECTION 1. The care, custody and control of a certain parcel
2 of land, under the control of the department of conservation and
3 recreation and acquired for watershed purposes, most recently
4 used by the registry of motor vehicles in the City of Marlborough,
5 is hereby transferred to the division of capital asset management
6 and maintenance. The reference plan used for the above described
7 parcel is entitled Commonwealth of Massachusetts, Metropolitan
8 District Commission, Water Division, Plan of Land in Marlbor-
9 ough, MA Scale 1 inch= 40 feet, May 24, 1928. Said parcel is
10 subject to a utility easement granted to the City of Marlborough,
11 and recorded in the Southern District Registry of Deeds, in the
12 county of Middlesex at book 1287, page 69, plan # 297 of 1975.

1 SECTION 2. The division of capital asset management and
2 maintenance, notwithstanding the provisions of sections 40E
3 through 40J, inclusive, of chapter 7 of the General Laws, is
4 hereby authorized and directed to execute and deliver on behalf of
5 the commonwealth, subject to such terms and conditions as may
6 be determined by the division, one or more instruments to lease

7 certain land together with the building thereon, as described in
8 section 1, to James Farina for an original term not to exceed 20
9 years, provided however, upon the mutual agreement of James
10 Farina and said division the lease or leases authorized and
11 directed by this act may be extended for one additional 10 year
12 option.

13 The lease price to be paid by James Farina, or any extension
14 thereof, for the land and building shall be the full and fair market
15 value of said land and building. The commissioner shall, 30 days
16 prior to the execution of any lease or leases authorized by this act
17 or any subsequent amendment thereof, submit the lease or leases,
18 or amendments thereto and a report thereon to the inspector
19 general. The inspector general shall review and approve the
20 appraisal or appraisals, and the review and appraisal shall include
21 an examination of the methodology utilized for the appraisal or
22 appraisals. The inspector general shall prepare a report of his
23 review and approval of the appraisal or appraisals, lease or leases,
24 or amendments and file his report with the commissioner, and
25 copies of the same shall be filed with the house and senate com-
26 mittees on ways and means and with the chairmen of the joint
27 committee on state administration at least 15 days prior to said
28 execution. The lease price paid by James Farina for any lease or
29 leases, and any amendments or extensions thereof, authorized by
30 this act shall be deposited in the general fund of the common-
31 wealth.

1 SECTION 3. James Farina shall be responsible for all costs
2 associated with any appraisal, survey, or other expense incurred
3 by the commonwealth relating to the lease or leases authorized by
4 section 1 of his act, and for any costs, liabilities, or expenses of
5 any kind for the development, improvement, maintenance, or
6 operation of said parcel as may be determined by the division in
7 consultation with the department. Demolition and proper disposal
8 of all toxic material shall be completed prior to the beginning of
9 the lease period.

1 SECTION 4. James Farina shall carry such comprehensive lia-
2 bility insurance, in an amount deemed adequate by the commis-
3 sioner of the division to protect the commonwealth and the

4 committee against personal injury or property damage occurring
5 on the leased land or within the building thereon during the term
6 of any lease or leases or any option thereof authorized by this act.

1 SECTION 5. At the end of the term of the original lease or
2 leases or at the end of an extended option thereof, if such option
3 term is invoked, as described in section 2 herein, or should said
4 lease or leases or option with James Farina be ruled null and void
5 at any time by the commissioner of the division of capital asset
6 management and maintenance, then any further disposition of the
7 parcel and building described in section 1 shall be subject to the
8 provisions of sections 40E through 40J, inclusive, of chapter 7 of
9 the General Laws and must have the prior approval of the general
10 court.